

## **Territorial and Federal Roadside Clearance Scope of Work**

### **1. GENERAL**

The purpose of this contract is to provide roadside clearing assistance to the territory of the United States Virgin Islands which have been declared under a state of emergency or declared a disaster area by the Governor of the United States of the Virgin Islands.

The Contractor shall push, pull or cut debris from roadways and right of ways. For the purposes of this contract, the Right-Of-Way (ROW) is defined as the area within ten feet from the edge of pavement, or the area from the edge of pavement up to a permanent barrier such as retaining wall – whichever is less. The Contractor shall not remove any debris under this contract unless the ROW does not permit for the stockpiling the Contractor will be directed by a Public Works Program Manager to a nearby site for temporary stockpiling of debris.

### **2. SERVICES**

The Contractor shall provide a complete crew consisting of specified equipment, with operators, and laborers for debris clearance of roadways and the ROW. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repair) all equipment. The crew will consist of the following:

- A. One (1) dump truck, minimum 16 cubic yard capacity with operator
- B-1. Two (2) front-end loaders with operators, 3 – 5 cubic yard capacity; or
- B-2. One (1) backhoes and one (1) Excavator with loaders with operators, 1 ½ (min cap.)cubic yard
- C. Five (5) Laborers with chainsaws (16" minimum bar), traffic flags, and miscellaneous small tools (machetes, shovels, chains, and safety equipment)
- D. One (1) Pickup Truck, 1.5 ton, with crew foreman and radio or cellular phone communication

The Contractor shall provide the crew for the duration specified by DPW. All hourly equipment rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs. The work shall consist of clearing roadways and the ROW of any and all debris as directed by Department of Public Works Program Manager.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the Department of Public Works Program Manager. All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, Part VI (Standards and Guide for Traffic Controls for Streets and Highways Construction, Maintenance, Utility, and Incident Management Operations) (MUTCD), and in accordance with the Virgin Islands OSHA Safety Standards. The Contractor shall ensure that all Contractor personnel are capable of understanding safety concerns expressed in Part VI of MUTCD directly or through an interpreter. All equipment used under this contract must be in compliance with all federal and local rules and regulations. The Contractor must present his equipment for inspection prior to its use by the Contractor. The Contractor shall conduct its operations so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies, or of any public utilities.

### 3. PERFORMANCE SCHEDULE

The Contractor shall commence mobilization within twelve (12) hours of designation of work areas by the Department of Public Works Program Manager. The Contractor must be available to commence debris clearance operations immediately after an "all clear" signal is given by the Virgin Islands Territorial Emergency Management Agency or announcement by the Public Works Commissioner over the electronic media (i.e., radio). The Contractor shall work during daylight hours for twelve (12) hours per day, every day, until designation work areas are cleared.

### 4. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Prior to commencing debris removal operations, the Contractor shall present to the Department of Public Works Program Manager all equipment for approval to use under this contract. Each truck or loader must be clearly numbered (i.e., vehicle tag number) for identification. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work areas are cleared.

### 5. REPORTING

The Contractor shall submit a report to the Commissioner of Public Works at the end of contract period with the invoice, containing, at a minimum, the following information:

- A. Contractor's name and telephone number
- B. Map showing area of daily operations
- C. Daily hours worked by each person, by position
- D. Daily hours operated for each piece of equipment identified by vehicle tag number
- E. Estimated number of miles cleared daily

### 6. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks, as appropriate. The safety of the Contractor's personnel, equipment and adjacent areas are the responsibility of the Contractor. All equipment used under this contract must be in compliance with all federal and local rules and regulations. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed to perform the work in the United States Virgin Islands per statutory requirements.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area.

## 7. PAYMENT

Payment for work completed will be based on verified hours worked from the operational report certified by the Contractor and approved by the Department of Public Works Program Manager. Equipment down time resulting from equipment failure , routine maintenance and fuelling that exceeds thirty (30) minutes of work hour will be considered unacceptable work and non-payment for one half of that hour. Contractor is instructed to submit a detailed invoice at the end of the contract period that must include, but is not limited to, the contract number; the amount to be paid to the Contractor; the period for which services were rendered; the dates worked; the area worked, the number and title or personnel; and Operational Report covering the contact period.

## Sample Invoice:

ABC Construction, Inc  
#123 Estate Anna's Hope  
P.O. Box 987, Kingshill VI 00851  
TEL: (340) 555-0123  
Tax ID: 66-9999999

Contract: SC-0123-DPW-2000  
Period: 07/15/2000- 07/15/2000

07/15/2000 Frederiksted Town

1.	Dump truck with operator	10 hours @ \$15.00	\$ 150.00
2.	Backhoe with operator	10 hours @ \$25.00	\$ 250.00
3.	Excavator with operator	10 hours @ \$120.00	\$ 1250.00
4.	5 laborers with tools	10 hours @ \$30.00	\$ 300.00
	Joe Smith, Laborer	580-11-1111	
	John Smith, Laborer	580-22-1111	
	Jim Smith, Laborer	580-33-1111	
	Jack Smith, Laborer	580-44-1111	
	James Smith, Laborer	580-55-1111	
5.	Foreman with pickup truck	10 hours @ \$45.00	\$ <u>450.00</u>
	Jonathan Smith, Foreman	580-66-1111	

TOTAL DUE: \$ 1,400.00

I certify that the above information is true and correct.

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John Smith, Sr. President Date  
ABC Construction, Inc.

## 8. INSURANCE

The Constructor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St. Croix, Us. Virgin Islands.

The Contractor shall be liable for loss or damage to property or persons; however, in no case shall such negligence be presumed or inferred.

**BID SCHEDULE**  
Roadside Clearance

ROADSIDE CLEARANCE BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	16 Cu yd Dump Truck	36	Hour		
002A.	3-5 cu yd Front-end Loader	36	Hour		
002B.	1 ½ cu yd Backhoe	36	Hour		
002C.	2 ½ cu yd Excavator	36	Hour		
003.	5 laborers with small tools	36	Hour		
004.	Foreman and pickup truck	36	Hour		
TOTAL:					

Company Name: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

Company \_\_\_\_\_ Mailing \_\_\_\_\_ Address: \_\_\_\_\_

Tax indication Number: \_\_\_\_\_

Company Telephone: \_\_\_\_\_

Company \_\_\_\_\_ Fax \_\_\_\_\_ Number: \_\_\_\_\_

NOTE: Quantities listed above are for bid evaluation purposes only.

The prices noted above must include the cost for an operator to operate the heavy equipment.  
Submit information for either line item 002A OR 002B, not both.